

JS 44 (Rev. 07/16)

**JHS****CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**  
Henry Sciortino**DEFENDANTS**

Mack's Sport Shop, LLLP d/b/a Mack's Prairie Wings, 3M Company, Natural Gear, LLC a/k/a Natgear, and John Doe Manufacturer

(b) County of Residence of First Listed Plaintiff Chester County  
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Arkansas County  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Pietro A. Barbieri, BARBIERI AND ASSOCIATES  
657 Exton Commons, Exton, Pennsylvania 19341  
(610) 280-7079Attorneys (If Known)  
See Attached**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |
|---|---------------------------------------|---------------------------------------|
| Citizen of This State   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            |
| Citizen of Another State                                      | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            |
| Citizen or Subject of a Foreign Country                       | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            |
| Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4            | <input type="checkbox"/> 4            |
| Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FOREFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY -</b> <input checked="" type="checkbox"/> 305 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. 1332, 1441

Brief description of cause:

Personal injuries due to alleged defect in design and manufacture of wading boots.

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.**DEMAND \$**

CHECK YES only if demanded in complaint.

**JURY DEMAND:** ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
02/08/2017

SIGNATURE OF ATTORNEY OF RECORD

FEB - 8 2017

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

JS 44 Reverse (Rev. 07/16)

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.



**JHS****17****0605**

## UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category or the case or the purpose or assignment to appropriate calendar.

Address of Plaintiff: 1547 Tanglewood Drive, West Chester, Pennsylvania

Address of Defendant: 2335 Highway 63 N., Stuttgart, Arkansas 72160 Mack's

Place of Accident, Incident or Transaction: Transaction — Arkansas

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or prose civil rights case filed by the same individual?  
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

**A. Federal Question Cases:**

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify) \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☒ Products Liability
8. ☐ Products Liability- Asbestos
9. ☐ All other Diversity Cases  
(Please specify) \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(Check Appropriate Category)

I, Anthony Piscioffi, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 02/08/2017

Anthony Piscioffi  
Attorney-at-Law

70643

Attorney J.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**FEB - 8 2017**

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 02/08/2017  
CIV. 609 (5/2012)

Anthony Piscioffi  
Attorney-at-Law

70643

Attorney J.D.#

**JHS**

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

**17****0605**

Henry Sciortino

CIVIL ACTION

v.

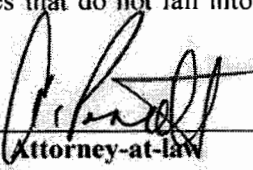
Mack's Prairie Wings, 3M Corporation, Natural Gear, a/k/a Natgear, and John Doe, Manufacturer  
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus-Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security-Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration-Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management-Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

February 8, 2017  
Date

  
Attorney-at-law

Mack's Prairie Wings  
Attorney for

(973) 245-8100

(973) 245-8101

apisciotti@pmlegalfirm.com

Telephone

FAX Number

E-Mail Address

(Civ. 660) 10/02

FEB -8 2017

**PISCIOTTI**  
**MALSCH**  
COUNSELORS & LITIGATORS

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914-287-7711

WWW.PMLEGALFIRM.COM

Sender's email: apisciotti@pmlegalfirm.com

February 8, 2017

**VIA FEDERAL EXPRESS**

Clerk's Office  
U.S. District Court, ED of PA  
2609 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106-1797

**Re: Sciortino v. Mack's Prairie Wings, et al.**  
**State Court Case No. 2017-00085-TT**

Dear Sir or Madam:

In connection with the above-referenced matter, enclosed please find the following on behalf of Defendant Mack's Sport Shop, LLLP d/b/a Mack's Prairie Wings ("Mack's"):

1. Civil Cover Sheet with Attachment;
2. Two (2) copies of the Case Management Track Designation Form;
3. Two (2) copies of Defendant Mack's Notice of Removal;
4. Exhibits A through F;
5. Two (2) copies of Mack's Rule 7.1 Corporate Disclosure Statement;
6. A Statement of Filing and Service of Removal;
7. Certificate of Service; and
8. A check to the Clerk in the amount of \$411.00.

Kindly file the original and return the copy stamped "Filed" in the envelope provided.

Thank you for your attention to this matter. Please do not hesitate to call if you have any questions.

Very truly yours,

**PISCIOTTI MALSCH**

Anthony M. Piscioti

Encls.

*Handwritten:* #400 JHS

Anthony M. Pisciotto, Esq. (PA70643)  
**PISCIOTTI MALSCH**  
30 Columbia Turnpike, Suite 205  
Florham Park, New Jersey 07932  
(973) 245-8100  
apisciotto@pmlegalfirm.com

**17 0605**

ATTORNEYS FOR DEFENDANT MACK'S SPORT SHOP, LLLP D/B/A MACK'S PRAIRIE WINGS

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**FILED**  
FEB 08 2017  
KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

HENRY SCIORTINO,

Plaintiff,

vs.

MACK'S PRAIRIE WINGS, 3M  
CORPORATION, NATURAL GEAR A/K/A  
NATGEAR, AND JOHN DOE,  
MANUFACTURER,

Defendants.

Civ. No.:

**NOTICE OF REMOVAL**

**JURY TRIAL DEMANDED**

**PLEASE TAKE NOTICE** that Defendant Mack's Sport Shop, LLLP d/b/a Mack's Prairie Wings ("Mack's" or "Defendant"), by and through its undersigned counsel, hereby submits this Notice of Removal of the above-entitled action from the Court of Common Pleas, Chester County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania. By this petition, Mack's gives notice of removal of this action. This notice of, and petition for, removal is made pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, and is proper and appropriate based upon the following:

**I. INTRODUCTION.**

1. Mack's desires to exercise its right under the provisions of 28 U.S.C. §§ 1441, *et seq.*, to remove this case from the Court of Common Pleas, Chester County, Pennsylvania, where this case is pending under the case style of Henry Sciortino v. Mack's Prairie Wings, 3M

Corporation, Natural Gear a/k/a Natgear, and John Doe, Manufacturer, Case Number 17-00085-

TT (“Complaint”). Specifically, 28 U.S.C. § 1441 provides:

Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.

28 U.S.C. § 1441(a).

2. On or about January 3, 2017, Plaintiff Henry Sciortino (“Plaintiff”) filed a Complaint, which asserted product defect claims for strict liability, negligence, and breach of warranty. (See Ex. A, Plt. Compl.) Plaintiff Sciortino alleges that he sustained personal injuries on January 6, 2015, as a result of a fall incident while wearing defective wading boots. (Id. at p. 3, ¶ 11.) Plaintiff specifically alleges that the wading boots being used at the time of the incident were defective, inherently unsafe, and/or inherently dangerous due to failure of the wading boots as a result of polyurethane hydrolysis. (Id. at p. 2, ¶ 1 and ¶ 4.)

3. This action has not been tried.

4. Defendant Mack’s voluntarily appears in this action for purposes of removal but reserves all objections, arguments, and defenses to Plaintiff’s Complaint. Thus, this Notice of Removal is filed subject to and with reservation of rights by Mack’s, including, but not limited to, defenses and objections to venue, personal jurisdiction, and any other defenses Defendant might have available to it. A responsive pleading or motion will be filed in accordance with Rule 81 of the Federal Rules of Civil Procedure.

5. Mack’s was served with a Summons and Complaint on January 10, 2017. Copies of all filed pleadings (the Complaint) are collectively attached as Exhibit B. (See Ex. B.)



Accordingly, copies of all proceedings, pleadings, and orders served have been attached to this Notice of Removal.

**II. NOTICE OF REMOVAL IS TIMELY.**

6. Mack's was served on January 10, 2017. As such, this Notice of Removal is timely filed in accordance with the requirements of 28 U.S.C. § 1446(b) and Rule 12 of the Federal Rules of Civil Procedure.

**III. ORIGINAL JURISDICTION EXISTS BECAUSE THE PARTIES ARE DIVERSE.**

7. Removal is authorized by 28 U.S.C. § 1441 and is based on the United States District Court's original jurisdiction of the case pursuant to 28 U.S.C. § 1332 because (a) there is diversity of citizenship between Plaintiffs and the named defendants and (b) the amount in controversy exceeds \$75,000.

**A. Plaintiff and Defendants are Diverse.**

8. Upon information and belief, and as alleged in the Complaint, Plaintiff is a citizen of the Commonwealth of Pennsylvania. (See Ex. A, Plt. Compl. at p. 2 ¶ 1.)

9. At the commencement of this action, and at all times thereafter, Defendant Mack's has been and is a limited liability limited partnership formed in the State of Arkansas. (See Ex. C, Entity Details.) A limited partnership's citizenship is determined by the citizenship of their partners or members. See Zambelli Fireworks Mfg. Co. v. Wood, 592 F.3d 412, 419-20 (3d Cir. 2010). At the time of the commencement of this action, and at all times thereafter, the three (3) partners of Mack's have all been, and are, citizens of Arkansas. As such, Defendant Mack's is a citizen of the State of Arkansas.

10. Upon information and belief, at the time of the commencement of this action, and at all times thereafter, Defendant 3M Company ("3M") is a Delaware corporation with a principal



place of business in the State of Minnesota. (See Ex. D, Entity Details.) See 28 U.S.C. § 1332(c)(1) (“[A] corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business.”). As such, Defendant 3M is a citizen of the States of Delaware and Minnesota.

11. Upon information and belief, at the time of the commencement of this action, and at all times thereafter, Defendant Natural Gear, LLC (“Natgear”) has been and is a limited liability company formed in the State of Arkansas. (See Ex. E, Entity Details.) A limited liability company’s citizenship is determined by the citizenship of its members. Zambelli, 592 F.3d at 418. At the time of commencement of this action, and at all times thereafter, one (1) principal of Natgear is a citizen of Arkansas, and one (1) principal of Natgear is a citizen of Louisiana. As such, Defendant Natgear is a citizen of the States of Arkansas and Louisiana.

12. Upon information and belief, at the time of the commencement of this action, and at all times thereafter Plaintiff has named John Doe Manufacturer as a defendant, and that defendant’s citizenship is disregarded. The citizenship of John Doe defendants is disregarded for purposes of determining whether the state court action is removable based on diversity of citizenship. See Munsif v. Jefferson Hosp., 2016 U.S. Dist. LEXIS 101585 (E.D. Pa. Aug. 2, 2016). Nevertheless, under information and belief, the manufacturer, C.O. Lynch Enterprises, Inc. is a Minnesota corporation with its principal place of business in Roseville, Minnesota.

13. Based on the foregoing, complete diversity of citizenship exists between Plaintiff (Pennsylvania) and Defendants Mack’s (Arkansas), 3M (Delaware and Minnesota), and Natgear (Arkansas and Louisiana).

**B. The Amount in Controversy Exceeds \$75,000.**

14. In removal cases, determining the amount in controversy begins with a reading of the complaint filed in the state court. Samuel-Bassett v. Kia Motors, Inc., 357 F.3d 392, 398-99 (3<sup>rd</sup> Cir. 2004). Here, Plaintiff has not provided a numerical damages figure in his Complaint. (See Ex. A, Plt. Compl.) When a plaintiff fails to allege a specific amount of damages in the complaint, a defendant bears the burden to demonstrate that the amount in controversy requirement has been met. See Meritcare Inc. v. St. Paul Mercury Ins. Co., 166 F.3d 214, 222 (3d Cir. 1999); see also Angus v. Shiley, Inc., 989 F.2d 142, 145-46 (3d Cir. 1993).

15. Where a plaintiff claims to have sustained “serious, permanent injuries” in the complaint and requiring surgery, the amount in controversy requirement of \$75,000 is met and jurisdiction is appropriate. Bailey v. J.B. Hunt Transp., Inc., 2007 U.S. Dist. LEXIS 16941, at \*24 (E.D. Pa. Mar. 8, 2007). Personal injury cases alleging “severe and permanent” injuries will typically be removable, and in order to remand the case, a plaintiff must prove to a legal certainty that the amount in controversy could not exceed \$75,000. See Fields v. Zubkov, 2008 U.S. Dist. LEXIS 124999, at \*4 (D.N.J. Sept. 26, 2008). For demands of indeterminate value, the amount in controversy is “not measured by the low end of an open-ended claim, but a reasonable reading of the value of the rights being litigated.” Angus, 989 F.2d at 146; see also Werwinski v. Ford Motor Co., 286 F.3d 661, 666 (3d Cir. 2002).<sup>1</sup>

16. Plaintiff alleges that he sustained a “serious substantial and permanent injury and damages” as a result of the underlying accident. (See Ex. A, Plt. Compl. at p. 3, ¶ 11.) Further,

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<sup>1</sup> Additionally, “[a] Court generally will not remand a personal injury claim in the absence of a waiver by Plaintiff capping damages at \$75,000.” Avant v. J.C. Penney, 2007 U.S. Dist. LEXIS 44320, at \*2 (D.N.J. June 19, 2007). Upon receipt of this claim, this office requested Plaintiff’s counsel stipulate to capping damages at \$75,000, which was rejected by counsel. Such a rejection is further persuasive evidence that the amount in controversy exceeds \$75,000. See The Bachman Co. v. MacDonald, 173 F. Supp. 2d 318, 323 (E.D. Pa. 2001).

Plaintiff specifically described injuries sustained which include: “. . . quadriceps tendon rupture with cranial retraction of the tendon above the upper pole of the patella, associated partial tear of the medial patella retinaculum, complex tear of the posterior horn and body of the meniscus’, which has since been surgically repaired.” (*Id.* at p. 3, ¶ 17.)

17. Based on the foregoing, the totality of the damages sought demonstrates that the amount in controversy threshold has been met.

**IV. CONFORMITY WITH THE RULE OF UNANIMITY.**

18. The “rule of unanimity” requires that all the defendants to an action who have been served or otherwise properly joined in the action join in the removal or file a written consent to the removal. *See* 28 U.S.C. 1446(b)(2)(A); *see also* *Cacoilo v. Sherwin-Williams Co.*, 902 F. Supp. 2d 511, 516 (2012). Counsel for co-defendants 3M and Natgear have consented to this removal. (*See* Ex. F, Letters of Consent.)

**V. REMOVAL TO THIS DISTRICT IS PROPER.**

19. Pursuant to 28 U.S.C. §§ 1441, *et seq.*, the right exists to remove this case from the Court of Common Pleas, Chester County, Pennsylvania, to the United States District Court for the Eastern District of Pennsylvania, which embraces the place where the action is pending.

**VI. CONCLUSION.**

20. Pursuant to 28 U.S.C. § 1446, a copy of this Notice of Removal is being filed with the Prothonotary of Common Pleas, Chester County, Pennsylvania, as required by law, and a copy of this Notice of Removal is being served on Plaintiff.

21. Defendant Mack’s reserves the right to amend or supplement this Notice of Removal, and Defendant reserves all defenses.

22. Defendant requests a trial by jury.

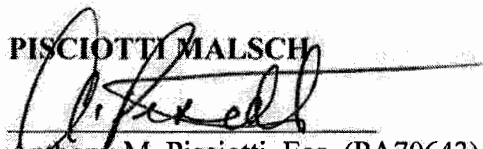
**WHEREFORE**, Defendant Mack's prays that this case be removed from the Court of Common Pleas, Chester County, Pennsylvania, to this Court for the exercise of jurisdiction over this action as though this case had been originally instituted in this Court and that no further proceedings be had in the Court of Common Pleas, Chester County, Pennsylvania.

Dated: Florham Park, New Jersey  
February 8, 2017

Respectfully submitted,

**PISCIOTTI MALSCH**

By:

  
Anthony M. Pisciotto, Esq. (PA70643)  
30 Columbia Turnpike, Suite 205  
Florham Park, New Jersey 07932  
Telephone: (973) 245-8100  
Facsimile: (973) 245-8101  
apisciotto@pmlegalfirm.com

ATTORNEYS FOR DEFENDANT MACK'S SPORT SHOP,  
LLP D/B/A MACK'S PRAIRIE WINGS



Pietro A. Barbieri, Esquire  
BARBIERI AND ASSOCIATES  
657 Exton Commons  
Exton, PA 19341  
State Bar No. 28162  
(610) 280-7078  
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA**

---

HENRY SCIORTINO  
1547 Tanglewood Drive  
West Chester, PA 19382

PLAINTIFF

v.

MACK'S PRAIRIE WINGS  
2335 Hwy 63 North  
Stuggart, Arkansas 72160

DEFENDANT

and

3M CORPORATION  
3M Center  
St. Paul, MN 55144

DEFENDANT

and

NATURAL GEAR A/K/ A NATGEAR  
9823 Hilario Springs Road  
Little Rock, Arkansas 72209

DEFENDANT

and

JOHN DOE, MANUFACTURER

DEFENDANT

CASE: \_\_\_\_\_

JURY TRIAL DEMANDED

---

**COMPLAINT**

**INTRODUCTION**

1. This action seeks damages and injunctive relief to redress Defendant's sale of defective, inherently unsafe, and/or inherently dangerous, Wading Boots.

#### **THE PARTIES**

2. Henry Sciortino, sue juris with his place of residence located at 1547 Tanglewood Drive, West Chester in the County of Chester in the Commonwealth of Pennsylvania.
3. The Defendant is Mack's Prairie Wings located at 2335 Hwy 63 North, Stuttgart, Arkansas 72160 is a foreign corporation conducting business in the Commonwealth of Pennsylvania and the United States via catalog sales and hold itself out as "Mack's Prairie Wings takes pride in being America's Premier Waterfowl Outfitter...". Pursuant to Burger King Corp. v. Rudzewicz, 471 U.S. 462, 475 (1985) (quoting Hanson v. Denckla, 357 U.S. 235, 253 (1958))
4. In October of 2016 it was determined that the failure of the wading boots was the result of polyurethane hydrolysis.
5. After repeated contacts with the Defendant Retailer, the Defendant retailer refused and continues to refuse to identify the manufacturer.
6. The Defendant is 3M Corporation located at 3M Center, St. Paul, MN 55144. Their logo and licensed brand appears on the said waders clearly indicating that they in conjunction and cooperation with the Defendant retailer designed, caused to be manufactured, distributed and/or sold the Chest Wader and placed such product into the market.
7. The Defendant is Natural Gear a/k/a Natgear located at 9823 Hilario Springs Road, Little Rock, Arkansas 72209. Their logo and licensed brand appears on the said waders clearly indicating that they in conjunction and cooperation with the Defendant retailer designed, caused to be manufactured, distributed and/or sold the Chest Wader and placed such product into the market.
8. The Defendant is John Doe, Manufacturer that they in conjunction and in cooperation with the Defendant retailer designed, caused to be manufactured,

distributed and/or sold the Chest Wader and placed such product into the market.

9. At all times, relevant hereto the Defendants named herein acted as agents and servants of each other in full cooperation and with full knowledge of the actions of the others.

#### **JURISDICTION AND VENUE**

10. This Court has Jurisdiction and Venue over this action because this complaint seeks damages for injuries that occurred in Pennsylvania, to a resident of Chester County Pennsylvania caused by the Defendant who at all times "the defendants purposefully avails(ed) themselves of the privilege of conducting activities within the forum Commonwealth, thus invoking the benefits and protections of its laws." pursuant to Burger King Corp. v. Rudzewicz, 471 U.S. 462, 475 (1985).

#### **SUBSTANTIVE ALLEGATIONS**

11. This action arises from Defendants course of conduct in designing, manufacturing, distributing, and selling defective and/or inherently unsafe, Chest Wader purchased from the Defendant, Mack's Prairie Wings, bearing the NatGear, Thinsulate Ultra insulation and 1000G logos and the said wading boots which caused serious substantial and permanent injury and damages to Plaintiff.
12. The Chest Wader is purportedly manufactured for, and in accordance with the specifications of Defendants by the Defendant John Doe, Manufacturer, the specific name of which has yet to be determined.
13. The Chest Wader contains a defect or inherently unsafe combination of materials that were present in the Chest Wader at the time of manufacture.
14. Defendant knew or should have known since at least 1990 that polyurethane is subject to failure due to hydrolysis nonetheless this Defendant, neither failed to recall the Chest Wader nor otherwise warn consumers of the inherent danger

nor did they provide them with any remedy as is required by either statute or common law.

15. Plaintiff purchased Chest Wader from Defendant, Mack's Prairie Wings at there only retail location located at 2335 Hwy 63 North, Stuttgart, Arkansas 72160, sometime in 2009.
16. While using the Chest Wader as sold by Defendant the sole of the Wading Boot delaminated and partially separated causing the Plaintiff to fall down onto the rocky ground causing the injuries set out herein and other injuries to his person.
17. On January 6<sup>th</sup> 2015 while using the Chest Wader Plaintiff in a manner prescribed by the Defendants suffered fall resulting in pain and discomfort, including left knee pain with tenderness and stiffness due to a reported, "...quadriceps tendon rupture with cranial retraction of the tendon above the upper pole of the patella, associated partial tear of the medial patella retinaculum, complex tear of the posterior horn and body of the medial meniscus..."<sup>1</sup>, which has since been surgically repaired the 13<sup>th</sup> day of January, 2015. Such pain and discomfort continue to this day.
18. It was not until October of 2016 that the Plaintiff came to know that the delamination of the component parts of the boot was due to a chemical process called hydrolysis specifically: "Studies On Ageing Performance Of Some Novel Polyurethanes," a paper published in the *Journal of Chemical and Pharmaceutical Research* ([PDF](#), S. Gopalakrishnan/T. Linda Fernando, 2011), that midsole "earthquake" known among polymer scientists as "ESC" – environmental stress cracking. "Poly (ester) urethanes and poly (ether) urethanes, which are widely used for long-term applications, have been shown to degrade under hydrolytic conditions and in oxidative environment respectively. In addition, ESC of polyurethanes is also another important way of polyurethane degradation.

---

<sup>1</sup> January 6, 2015 report of Premier Imaging by Jonathan Morgan, M.D. [Beta Stamped NH 113]



Degradation can lead to significant changes in the polymer mechanical properties, surface chemistry, and structure, leading to malfunction.”

**COUNT I (STRICT LIABILITY)**

19. Plaintiff repeats the allegations set forth above in paragraphs 1 through 11 as if set forth herein in full.
20. Defendants, at all times, material to this action, designed, caused to be manufactured, distributed and/or sold the Chest Wader and placed such product into the market.
21. The defect in the Chest Wader designed, manufactured, distributed, and/or sold and or manufactured by Defendants are defective, inherently unsafe, and/or unreasonably dangerous.
22. The defective Chest Wader reached Plaintiff without substantial change in the condition in which the products were designed, caused to be manufactured, distributed, and/or sold by Defendants.
23. Defendants owed a duty of care to Plaintiff to design, caused to be manufacture, distribute and sell Chest Waders that were free from defects, inherently unsafe, and fit for their intended purposes.
24. Defendants breached this duty to Plaintiff by failing to sell Chest Wader that were free from defects, inherently unsafe, and unfit for their intended purposes.
25. Plaintiff used the Chest Wader in the manner that was intended and expected by the Defendant.
26. The defect, inherently unsafe, in the Chest Wader was the direct and proximate cause of the injury and damages suffered by Plaintiff.

**WHEREFORE**, Plaintiffs pray for judgment on Count I, II and III of their Complaint against the Defendants jointly and severally in an amount that is fair and reasonable, for costs, and for any other relief the Court deems proper.

**COUNT II (NEGLIGENCE)**

27. Plaintiff repeats the allegations set forth above in paragraphs 1 through 26 as if set forth herein in full.
28. Defendants owed a duty to Plaintiff to design, manufacture, distribute and/or sell Chest Wader that were safe and to warn Plaintiff of any defects, inherently unsafe, in the Chest Wader
29. Defendant breached its duty to Plaintiff by designing, manufacturing, distributing and/or selling Chest Wader, that were defective, inherently unsafe, and by failing to warn them of such defect.

**WHEREFORE**, Plaintiffs pray for judgment on Count I, II and III of their Complaint against the Defendants jointly and severally in an amount that is fair and reasonable, for costs, and for any other relief the Court deems proper.

**COUNT III (BREACH OF WARRANTY)**

30. Plaintiff repeats the allegations set forth above in paragraphs 1 through 29 as if set forth herein in full
31. The defendant is liable to the plaintiff for breaching express and implied warranties that it made regarding the adulterated product that the plaintiff purchased.
32. These express and implied warranties included the implied warranties of merchantability and/or fitness for a particular use.
33. Plaintiff alleges the Chest Wader that the defendant manufactured and sold would not pass without exception in the trade and was therefore in breach of the implied warranty of merchantability.
34. Plaintiff alleges the Chest Wader that the defendant manufactured and sold was not fit for the uses and purposes intended, i.e. hunting and fishing, and that this product was therefore in breach of the implied warranty of fitness for its intended use.

35. As a direct and proximate cause of the defendant's breach of warranties, as set forth above, the plaintiff sustained injuries and damages in an amount to be determined at trial.
36. A breach of warranty claim arises under the law of contracts, where the law imposes certain "implied warranties" on the sale of goods. Such warranties include the warranty of merchantability (that the goods are in proper condition for use and free of defects, inherently unsafe), and the warranty of fitness for a particular purpose.
37. These warranties are called implied warranties because the law assumes that they apply even if they are not expressly stated.
38. If a product does not meet these standards, the purchaser may have the right to return it and get back the purchase price, or sometimes to receive monetary damages. The law of contracts covers economic loss caused by the breach of warranties in the sale of goods. The Uniform Commercial Code, Article 2, also deals with the sales of goods and the implied and express warranties of merchantability in the sales of goods §§ 2-314 and 2-315.
39. Defendant's breach caused Plaintiff to suffer damages as set forth herein.

**WHEREFORE**, Plaintiffs pray for judgment on Count I, II and III of their Complaint against the Defendants jointly and severally in an amount that is fair and reasonable, for costs, and for any other relief the Court deems proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Pietro A. Barbieri', written over a horizontal line.

Pietro A. Barbieri, Esquire  
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA**

---

HENRY SCIORTINO  
1547 Tanglewood Drive  
West Chester, PA 19382

PLAINTIFF

v.

MACK'S PRAIRIE WINGS  
2335 Hwy 63 North  
Stuggart, Arkansas 72160

DEFENDANT

and

3M CORPORATION  
3M Center  
St. Paul, MN 55144

DEFENDANT

and

NATURAL GEAR A/K/A NATGEAR  
9823 Hilario Springs Road  
Little Rock, Arkansas 72209

DEFENDANT

and

JOHN DOE, MANUFACTURER

DEFENDANT

CASE: \_\_\_\_\_

JURY TRIAL DEMANDED

---

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.



**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**CHESTER COUNTY BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
15 WEST GAY STREET  
WEST CHESTER, PA 19380  
610-429-1500**

Pietro A. Barbieri, Esquire  
BARBIERI AND ASSOCIATES  
657 Exton Commons  
Exton, PA 19341  
State Bar No. 28162  
(610) 280-7078  
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS  
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<sup>1</sup> January 6, 2015 report of Premier Imaging by Jonathan Morgan, M.D. [Beta Stamped NH 113]

Degradation can lead to significant changes in the polymer mechanical properties, surface chemistry, and structure, leading to malfunction.”

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24. Defendants breached this duty to Plaintiff by failing to sell Chest Wader that were free from defects, inherently unsafe, and unfit for their intended purposes.
25. Plaintiff used the Chest Wader in the manner that was intended and expected by the Defendant.
26. The defect, inherently unsafe, in the Chest Wader was the direct and proximate cause of the injury and damages suffered by Plaintiff.

**WHEREFORE**, Plaintiffs pray for judgment on Count I, II and III of their Complaint against the Defendants jointly and severally in an amount that is fair and reasonable, for costs, and for any other relief the Court deems proper.

**COUNT II (NEGLIGENCE)**

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**COUNT III (BREACH OF WARRANTY)**

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32. These express and implied warranties included the implied warranties of merchantability and/or fitness for a particular use.

33. Plaintiff alleges the Chest Wader that the defendant manufactured and sold would not pass without exception in the trade and was therefore in breach of the implied warranty of merchantability.

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35. As a direct and proximate cause of the defendant's breach of warranties, as set forth above, the plaintiff sustained injuries and damages in an amount to be determined at trial.
36. A breach of warranty claim arises under the law of contracts, where the law imposes certain "implied warranties" on the sale of goods. Such warranties include the warranty of merchantability (that the goods are in proper condition for use and free of defects, inherently unsafe), and the warranty of fitness for a particular purpose.
37. These warranties are called implied warranties because the law assumes that they apply even if they are not expressly stated.
38. If a product does not meet these standards, the purchaser may have the right to return it and get back the purchase price, or sometimes to receive monetary damages. The law of contracts covers economic loss caused by the breach of warranties in the sale of goods. The Uniform Commercial Code, Article 2, also deals with the sales of goods and the implied and express warranties of merchantability in the sales of goods §§ 2-314 and 2-315.
39. Defendant's breach caused Plaintiff to suffer damages as set forth herein.

**WHEREFORE**, Plaintiffs pray for judgment on Count I, II and III of their Complaint against the Defendants jointly and severally in an amount that is fair and reasonable, for costs, and for any other relief the Court deems proper.

Respectfully submitted,

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Pietro A. Barbieri, Esquire  
Attorney for Plaintiff



**IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA**

---

HENRY SCIORTINO  
1547 Tanglewood Drive  
West Chester, PA 19382

PLAINTIFF

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Little Rock, Arkansas 72209

DEFENDANT

and

JOHN DOE, MANUFACTURER

DEFENDANT

CASE: \_\_\_\_\_

JURY TRIAL DEMANDED

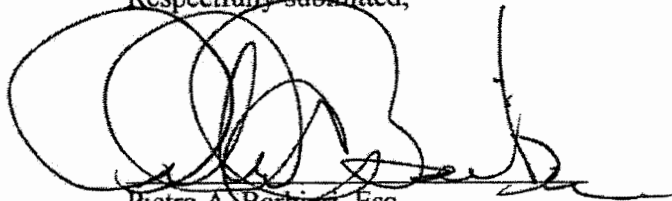
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**VERIFICATION**

I, Henry Sciortino, hereby verify that the facts set forth in the forgoing pleading are true and correct to the best of my knowledge, information and belief.

The forgoing statement is made subject to the penalties of 18 Pa. § 4904 relating to unsworn falsification to authorities.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'P. Barbieri', written over a horizontal line.

Pietro A. Barbieri, Esq.

**For Plaintiff**

**BARBIERI AND ASSOCIATES**

657 Exton Commons

Exton, PA 19341

(610) 280-7078

**IN THE COURT OF COMMON PLEAS  
CHESTER COUNTY, PENNSYLVANIA**

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Little Rock, Arkansas 72209

DEFENDANT

and  
JOHN DOE, MANUFACTURER

DEFENDANT

CASE: \_\_\_\_\_

JURY TRIAL DEMANDED

---

**CERTIFICATE OF SERVICE**

I, Pietro A. Barbieri, Esquire do hereby certify that on the 3<sup>rd</sup> day of January, 2017, I  
caused to be served a Complaint, upon the following:

MACK'S PRAIRIE WINGS  
2335 Hwy 63 North

Stuggart, Arkansas 72160

and

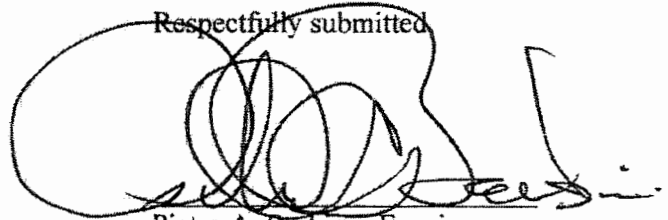
3M CORPORATAION  
3M Center  
St. Paul, MN 55144

and

NATURAL GEAR A/K/A NATGEAR  
9823 Hilario Springs Road  
Little Rock, Arkansas 72209

Date: 3<sup>rd</sup> day of January, 2017

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Pietro A. Barbieri', is written over a horizontal line.

Pietro A. Barbieri, Esquire  
Barbieri and Associates  
657 Exton Commons  
Exton, PA 19341  
610-280-7078



1 OF 2

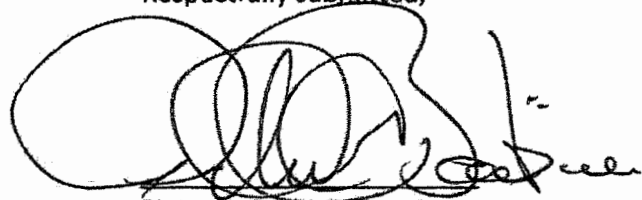
657 Exton Commons, Exton, PA 19341

Phone: 610-280-7078 Fax: 484-252-2575 E-mail [peterlaw@PaCivillaw.com](mailto:peterlaw@PaCivillaw.com)

I hereby certify that this change is not intended to, nor will it, delay this proceeding to the best of my knowledge, information, and belief.

Date: 3<sup>rd</sup> of January, 2017

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'P. Barbieri', written over a horizontal line.

Pietro A. Barbieri, Esquire  
PA I.D. # 28162  
BARBIERI AND ASSOCIATES



# ARKANSAS SECRETARY OF STATE

*Mark Martin*

## Search Incorporations, Cooperatives, Banks and Insurance Companies

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	MACK'S SPORT SHOP, LLLP
Fictitious Names	MACK'S PRAIRIE WINGS
Filing #	100212407
Filing Type	Limited Liability Limited Partnership
Filed under Act	Domestic LLLP; 912 of 1997
Status	Good Standing
Principal Address	2335 HWY 63 N. STUTTGART, AR 72160
Reg Agent	ERIC CHIN
Agent Address	2335 HWY 63 NORTH STUTTGART, AR 72160
Date Filed	04/24/2002
Officers	MARION MCCOLLUM , Incorporator/Organizer CHARLES LOCK JR, General Partners GINGER HOLLADAY , General Partners MARION MCCOLLUM , General Partners
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good  
Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)

**Business Record Details »**

Minnesota Business Name

**3M COMPANY****Business Type**

Business Corporation (Foreign)

**MN Statute**

303

**File Number**

6051

**Home Jurisdiction**

Delaware

**Filing Date**

08/06/1929

**Status**

Active / In Good Standing

**Renewal Due Date**

12/31/2017

**Registered Office Address**1010 Dale St N  
St Paul, MN 55117-5603  
USA**Registered Agent(s)**

C T Corporation System Inc

**Chief Executive Officer**Inge Thulin  
3M Center  
St Paul, MN 55144-1000  
USA**Filing History****Filing History**

Select the item(s) you would like to order: Order Selected Copies

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	08/06/1929	Original Filing - Business Corporation (Foreign)	
<input type="checkbox"/>	08/06/1929	Amendment - Business Corporation (Foreign)	
	08/06/1929	Business Corporation (Foreign) Business Name (Business Name: Minnesota Mining and Manufacturing Company)	



# ARKANSAS SECRETARY OF STATE

*Mark Martin*

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LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

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For service of process contact the [Secretary of State's office](#).

Corporation Name	NATURAL GEAR, LLC
Fictitious Names	
Filing #	800062824
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	JOHN B. PEACE
Agent Address	425 W CAPITOL AVE , SUITE 3700 LITTLE ROCK, AR 72201
Date Filed	07/12/2005
Officers	SEE FILE, Incorporator/Organizer E. SMITH , CPA, Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A
<a href="#">Purchase a Certificate of Good Standing for this Entity</a>	<a href="#">Pay Franchise Tax for this corporation</a>



**PISCIOTTI**  
**MALSCH**  
COUNSELORS & LITIGATORS

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30 COLUMBIA TPK.  
SUITE 205  
FLORHAM PARK, NJ 07932  
973-245-8100

NEW YORK OFFICE  
445 HAMILTON AVE.  
SUITE 1102  
WHITE PLAINS, NY 10601  
914-287-7711

PMLEGALFIRM.COM

February 2, 2017

**VIA ELECTRONIC MAIL**

Anthony R. Sherr, Esq.  
Sherr Law Group  
101 West Airy Street, Suite 100  
Norristown, PA 19401  
tsherr@sherrlawgroup.com

Basil (Bill) DiSipio, Esq.  
Lavin, Oneil, Cedrone & DiSipio  
190 North Independence Mall West,  
Suite 500  
Philadelphia, PA 19106  
BDiSipio@lavin-law.com

Re: **Sciortino v. Mack's Prairie Wings, et al.**  
**Our File No.: 3760.19**

Dear Counselors:


*3M Company*

Pursuant to our recent discussions, please allow this letter to confirm that your clients, Defendants ~~3M Corp.~~ and Natural Gear a/k/a Natgear, consent and agree to the removal of this matter from The Court of Common Pleas, Chester County to Federal Court, likely the Eastern District of Pennsylvania, under diversity jurisdiction. Please sign this letter on the following page indicating your clients' consent and agreement to removal.

Thank you and please let me know if you have any questions.

Very truly yours,

**PISCIOTTI MALSCH**

  
Ryan L. Erdreich

*Sciortino v. Mack's Prairie Wings, et al.*  
Page 2 of 2

**Read, Agreed and Accepted:**

Anthony R. Sherr, Esq. on behalf of  
Defendant Natural Gear a/k/a Natgear

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Read, Agreed and Accepted:**

Basil DiSipio, Esq. on behalf of  
Defendant 3M Corp. **COMPANY**

Signature: Basil A. DiSipio

Name: BASIL A. DISIPIO

Date: 2/2/17

**PISCIOTTI**  
**MALSCH**  
COUNSELORS & LITIGATORS

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February 2, 2017

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**Re: Sciortino v. Mack's Prairie Wings, et al.**  
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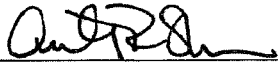
**PISCIOTTI MALSCH**

  
Ryan L. Erdreich

*Sciortino v. Mack's Prairie Wings, et al.*  
Page 2 of 2

**Read, Agreed and Accepted:**

Anthony R. Sherr, Esq. on behalf of  
Defendant Natural Gear a/k/a Natgear

Signature: 

Name: Anthony R. Sherr

Date: 2/2/2017

**Read, Agreed and Accepted:**

Basil DiSipio, Esq. on behalf of  
Defendant 3M Corp.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**JHS**

Anthony M. Piscioti, Esq. (PA70643)  
**PISCIOTTI MALSCH**  
30 Columbia Turnpike, Suite 205  
Florham Park, New Jersey 07932  
(973) 245-8100  
apisciotti@pmlegalfirm.com

**17 0605**

ATTORNEYS FOR DEFENDANT MACK'S SPORT SHOP, LLLP D/B/A MACK'S PRAIRIE WINGS

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**FILED**

**FEB 08 2017**

HENRY SCIORTINO,

Plaintiff,

vs.

MACK'S PRAIRIE WINGS, 3M  
CORPORATION, NATURAL GEAR A/K/A  
NATGEAR, AND JOHN DOE,  
MANUFACTURER,

Defendants.

Civ. No.:

**KATE BARKMAN, Clerk**  
By \_\_\_\_\_ **Dep. Clerk**

**CERTIFICATE OF SERVICE**

The undersigned counsel for Defendant Mack's Sport Shop, LLLP d/b/a Mack's Prairie Wings ("Mack's" or "Defendant"), hereby certifies that, on the 8th day of February 2017, the Notice of Removal, Exhibits A through F, Civil Cover Sheet with attachment, the Designation Form, a Case Management Track Form, Statement of Filing, Service of Removal, and Rule 7.1 Corporate Disclosure Statement were filed via Federal Express Courier and copies of the foregoing have been served upon the following persons via United States First Class Mail, postage prepaid:

Pietro A. Barbieri, Esq.  
BARBIERI AND ASSOCIATES  
657 Exton Commons  
Exton, PA 19341  
*Counsel for Plaintiff*



Anthony R. Sherr, Esq.  
SHERR LAW GROUP  
101 West Airy Street, Suite 100  
Norristown, PA 19401  
tsherr@sherrlawgroup.com  
*Counsel for Defendant National Gear, LLC*

Basil DiSipio, Esq.  
LAVIN, O'NEIL, CEDRONE & DISIPIO  
190 North Independence Mall West, Suite 500  
Philadelphia, PA 19106  
bdisipio@lavin-law.com  
*Counsel for Defendant 3M Company*

Dated: Florham Park, New Jersey  
February 8, 2017

By: s/ Anthony M. Piscioti  
Anthony M. Piscioti, Esq. (PA70643)  
**PISCIOTTI MALSCH**  
30 Columbia Turnpike, Suite 205  
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Telephone: (973) 245-8100  
Facsimile: (973) 245-8101  
apiscioti@pmlegalfirm.com

ATTORNEYS FOR DEFENDANT MACK'S SPORT SHOP,  
LLLP D/B/A MACK'S PRAIRIE WINGS

**JHS**

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(973) 245-8100  
apisciotti@pmlegalfirm.com

**17 0605**

ATTORNEYS FOR DEFENDANT MACK'S SPORT SHOP, LLLP D/B/A MACK'S PRAIRIE WINGS

**FILED**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**FEB 08 2017**

**KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk**

HENRY SCIORTINO,

Plaintiff,

vs.

MACK'S PRAIRIE WINGS, 3M  
CORPORATION, NATURAL GEAR A/K/A  
NATGEAR, AND JOHN DOE,  
MANUFACTURER,

Defendants.

Civ. No.:

**STATEMENT OF FILING AND  
SERVICE OF REMOVAL**

The undersigned counsel for Defendant Mack's Sport Shop, LLLP d/b/a Mack's Prairie Wings hereby certifies that pursuant to 28 U.S.C. § 1446(d), on the 8th day of February 2017, the Notice of Removal was filed with the Prothonotary Court of Common Pleas, Chester County, and a copy of the Notice of Removal was served on Plaintiff's counsel.

Dated: Florham Park, New Jersey  
February 8, 2017

By: s/ Anthony M. Piscioti  
Anthony M. Piscioti, Esq. (PA70643)